

United States District Court
Northern District of California

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

19 MEREDITH CALLAHAN and LAWRENCE
20 GEOFFREY ABRAHAM, individually and or
21 behalf of all others similarly situated

22 Plaintiffs,

23 v.

24 PEOPLECONNECT, INC., a Delaware
25 Corporation

26 Case No. 3:20-cv-09203-EMC

27 STIPULATED
28 PROTECTIVE ORDER

Defendant.

1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of confidential,
 3 proprietary, or private information for which special protection from public disclosure and from use
 4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties
 5 hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The Parties
 6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
 7 discovery and that the protection it affords from public disclosure and use extends only to the limited
 8 information or items that are entitled to confidential treatment under the applicable legal principles.
 9 The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
 10 Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth
 11 the procedures that must be followed and the standards that will be applied when a party seeks
 12 permission from the court to file material under seal.

13 In addition, the Parties do not anticipate that this action will involve the review, inspection, or
 14 production of any source code. Accordingly, the Parties have not included any provision in this
 15 Stipulated Protective Order addressing the procedures for protection of source code information or
 16 items. If and when this action requires discovery of source code, the Parties will amend this Stipulated
 17 Protective Order to incorporate appropriate protections for the discovery of source code.

2. DEFINITIONS

19 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information
 20 or items under this Order.

21 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
 22 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
 23 Civil Procedure 26(c).

24 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as
 25 their support staff).

26 2.4 Designated House Counsel: House Counsel who seek access to “HIGHLY
 27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.

28 2.5 Designating Party: a Party or Non-Party that designates information or items that it

1 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

3 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium
4 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
5 transcripts, and tangible things), that are produced or generated in disclosures or responses to
6 discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the
8 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant
9 in this action.

10 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
11 extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-
12 Party would create a substantial risk of serious harm that could not be avoided by less restrictive
13 means.

14 2.9 House Counsel: attorneys who are employees of a party to this action. House Counsel
15 does not include Outside Counsel of Record or any other outside counsel.

16 2.10 Insurer: employees or agents of insurance carriers that may be responsible for all or
17 part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy
18 the judgment.

19 2.11 Non-Party: any natural person, partnership, corporation, association, or other legal
20 entity not named as a Party to this action.

21 2.12 Outside Counsel of Record: attorneys who are not employees of a party to this action
22 but are retained to represent or advise a party to this action and have appeared in this action on behalf
23 of that party or are affiliated with a law firm which has appeared on behalf of that party.

24 2.13 Party: any party to this action, including all of its officers, directors, employees,
25 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

26 2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material
27 in this action.

28 2.15 Professional Vendors: persons or entities that provide litigation support services (e.g.,

1 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,
2 or retrieving data in any form or medium) and their employees and subcontractors.

3 2.16 Protected Material: any Disclosure or Discovery Material that is designated as
4 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

5 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a
6 Producing Party.

7 3. SCOPE

8 The protections conferred by this Stipulation and Order cover not only Protected Material (as
9 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
10 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
11 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
12 However, the protections conferred by this Stipulation and Order do not cover the following
13 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
14 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
15 publication not involving a violation of this Order, including becoming part of the public record
16 through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure
17 or obtained by the Receiving Party after the disclosure from a source who obtained the information
18 lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected
19 Material at trial shall be governed by a separate agreement or order.

20 4. DURATION

21 Even after final disposition of this litigation, the confidentiality obligations imposed by this
22 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
23 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
24 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
25 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time
26 limits for filing any motions or applications for extension of time pursuant to applicable law.

27 5. DESIGNATING PROTECTED MATERIAL

28 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or

1 Non-Party that designates information or items for protection under this Order must take care to limit
2 any such designation to specific material that qualifies under the appropriate standards. To the extent
3 it is practical to do so, the Designating Party must designate for protection only those parts of material,
4 documents, items, or oral or written communications that qualify – so that other portions of the
5 material, documents, items, or communications for which protection is not warranted are not swept
6 unjustifiably within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
8 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
9 encumber or retard the case development process or to impose unnecessary expenses and burdens on
10 other parties) expose the Designating Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it designated for
12 protection do not qualify for protection at all or do not qualify for the level of protection initially
13 asserted, that Designating Party must promptly notify all other Parties that it is withdrawing the
14 mistaken designation.

15 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this Order (see,
16 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
17 Discovery Material that qualifies for protection under this Order must be clearly so designated before
18 the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) For information in documentary form (e.g., paper or electronic documents, but excluding
21 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the
22 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each
23 page that contains protected material. A Party or Non-Party that makes original documents or materials
24 available for inspection need not designate them for protection until after the inspecting Party has
25 indicated which material it would like copied and produced. During the inspection and before the
26 designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL” or
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has
28 identified the documents it wants copied and produced, the Producing Party must determine which

1 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
2 specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected
4 Material. If only a portion or portions of the material on a page qualifies for protection, the Producing
5 Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
6 margins) and must specify, for each portion, the level of protection being asserted.

7 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
8 Designating Party identify on the record, before the close of the deposition, hearing, or other
9 proceeding, all protected testimony and specify the level of protection being asserted. Alternatively, the
10 Designating Party may, within 30 days after receipt of the final deposition transcript, identify the specific
11 portions of the testimony as to which protection is sought and specify the level of protection being
12 asserted. Only those portions of the testimony that are appropriately designated for protection within the
13 30 days shall be covered by the provisions of this Stipulated Protective Order. Alternatively, a
14 Designating Party may specify, at the deposition or up to 30 days after receipt of the final transcript, that
15 the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY.”

17 Parties shall give the other parties notice if they reasonably expect a deposition, hearing, or
18 other proceedings to include Protected Material so that the other parties can ensure that only
19 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
20 (Exhibit A) are present at those proceedings. This notice requirement does not obligate a party to
21 provide a list of the specific exhibits that they expect to use at such deposition, hearing, or other
22 proceedings. The use of a document as an exhibit at a deposition shall not in any way affect its
23 designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY.”

25 Transcripts containing Protected Material shall have an obvious legend on the title page that
26 the transcript contains Protected Material, and the title page shall be followed by a list of all pages
27 (including line numbers as appropriate) that have been designated as Protected Material and the level
28 of protection being asserted by the Designating Party. The Designating Party shall inform the court

1 reporter of these requirements. Any transcript that is prepared before the expiration of a 21-day period
2 for designation shall be treated during that period as if it had been designated "HIGHLY
3 CONFIDENTIAL – ATTORNEYS' EYES ONLY" in its entirety unless otherwise agreed. After the
4 expiration of that period, the transcript shall be treated only as actually designated.

5 (c) for information produced in some form other than documentary and for any other
6 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
7 containers in which the information or item is stored the legend "CONFIDENTIAL" or "HIGHLY
8 CONFIDENTIAL - ATTORNEYS' EYES ONLY." If only a portion or portions of the information
9 or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected
10 portion(s) and specify the level of protection being asserted.

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
12 designate qualified information or items does not, standing alone, waive the Designating Party's right
13 to secure protection under this Order for such material. Upon timely correction of a designation, the
14 Receiving Party must make reasonable efforts to assure that the material is treated in accordance with
15 the provisions of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
18 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
19 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
20 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
21 confidentiality designation by electing not to mount a challenge promptly after the original designation
22 is disclosed.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by
24 providing written notice of each designation it is challenging and describing the basis for each
25 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite
26 that the challenge to confidentiality is being made in accordance with this specific paragraph of the
27 Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the
28 process by conferring directly (in voice to voice dialogue; other forms of communication are not

1 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must
2 explain the basis for its belief that the confidentiality designation was not proper and must give the
3 Designating Party an opportunity to review the designated material, to reconsider the circumstances,
4 and, if no change in designation is offered, to explain the basis for the chosen designation. A
5 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this
6 meet and confer process first or establishes that the Designating Party is unwilling to participate in the
7 meet and confer process in a timely manner.

8 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
9 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
10 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial
11 notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not
12 resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent
13 declaration affirming that the movant has complied with the meet and confer requirements imposed in
14 the preceding paragraph. Failure by the Designating Party to make such a motion including the
15 required declaration within 21 days (or 14 days, if applicable) shall automatically waive the
16 confidentiality designation for each challenged designation. In addition, the Challenging Party may
17 file a motion challenging a confidentiality designation at any time if there is good cause for doing so,
18 including a challenge to the designation of a deposition transcript or any portions thereof. Any motion
19 brought pursuant to this provision must be accompanied by a competent declaration affirming that the
20 movant has complied with the meet and confer requirements imposed by the preceding paragraph.

21 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
22 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
23 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the
24 Designating Party has waived the confidentiality designation by failing to file a motion to retain
25 confidentiality as described above, all parties shall continue to afford the material in question the level
26 of protection to which it is entitled under the Producing Party's designation until the court rules on the
27 challenge.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
 3 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
 4 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the
 5 categories of persons and under the conditions described in this Order. When the litigation has been
 6 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
 7 DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a location and in a
 9 secure manner that ensures that access is limited to the persons authorized under this Order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
 11 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
 12 information or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees
 14 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
 15 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is
 16 attached hereto as Exhibit A;

17 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party
 18 to whom disclosure is reasonably necessary for this litigation and who have signed the
 19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
 21 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to
 22 Be Bound” (Exhibit A);

23 (d) Insurers (as defined in this Order) of the Receiving Party;

24 (e) the court and its personnel;

25 (f) court reporters and their staff, professional jury or trial consultants, and Professional
 26 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
 27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28 (g) during their depositions, witnesses in the action to whom disclosure is reasonably

1 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
2 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
3 deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound
4 by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated
5 Protective Order.

6 (h) the author or recipient of a document containing the information or a custodian or other
7 person who otherwise possessed or knew the information.

8 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
9 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
10 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees
13 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information
14 for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is
15 attached hereto as Exhibit A;

16 (b) Designated House Counsel of the Receiving Party (1) who has no involvement in
17 competitive decision-making, (2) to whom disclosure is reasonably necessary for this litigation, and
18 (3) who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for
20 this litigation and (2) who have signed the “Acknowledgment and Agreement to Be Bound”
21 (Exhibit A);

22 (d) Insurers (as defined in this Order) of the Receiving Party;

23 (e) the court and its personnel;

24 (f) court reporters and their staff, professional jury or trial consultants, and Professional
25 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

27 (g) the author or recipient of a document containing the information or a custodian or
28 other person who otherwise possessed or knew the information.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
2 LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that compels
4 disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall include a copy
7 of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
9 other litigation that some or all of the material covered by the subpoena or order is subject to this
10 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

11 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
12 Designating Party whose Protected Material may be affected.

13 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
14 court order shall not produce any information designated in this action as “CONFIDENTIAL” or
15 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court
16 from which the subpoena or order issued, unless the Party has obtained the Designating Party’s
17 permission. The Designating Party shall bear the burden and expense of seeking protection in that
18 court of its confidential material – and nothing in these provisions should be construed as authorizing
19 or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
21 LITIGATION

22 (a) The terms of this Order are applicable to information produced by a Non-Party in this
23 action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
24 EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is
25 protected by the remedies and relief provided by this Order. Nothing in these provisions should be
26 construed as prohibiting a Non-Party from seeking additional protections.

27 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
28 Party’s confidential information in its possession, and the Party is subject to an agreement with the

Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production

1 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
2 parties reach an agreement on the effect of disclosure of a communication or information covered by
3 the attorney-client privilege or work product protection, the Parties may incorporate their agreement
4 in the stipulated protective order submitted to the court.

5 **12. MISCELLANEOUS**

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
7 its modification by the court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
9 no Party waives any right it otherwise would have to object to disclosing or producing any information
10 or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives
11 any right to object on any ground to use in evidence of any of the material covered by this Protective
12 Order.

13 12.3 Filing Protected Material. Without written permission from the Designating Party or a
14 court order secured after appropriate notice to all interested persons, a Party may not file in the public
15 record in this action any Protected Material. A Party that seeks to file under seal any Protected Material
16 must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to
17 a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local
18 Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at
19 issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a
20 Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is
21 denied by the court, then the Receiving Party may file the Protected Material in the public record
22 pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

23 **13. FINAL DISPOSITION**

24 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
25 Receiving Party must return all Protected Material to the Producing Party or destroy such material. As
26 used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
27 summaries, and any other format reproducing or capturing any of the Protected Material. Whether the
28 Protected Material is returned or destroyed, the Receiving Party must submit a written certification to

1 the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day
2 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was
3 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
4 compilations, summaries or any other format reproducing or capturing any of the Protected Material.
5 Notwithstanding this provision, Counsel and Insurers are entitled to retain an archival copy of all
6 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
7 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work
8 product, even if such materials contain Protected Material. Any such archival copies that contain or
9 constitute Protected Material remain subject to this Protective Order as set forth in Section 4
10 (DURATION).

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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1 DATED: June 17, 2022

1 /s/ Raina C. Borrelli

2 Attorney for Plaintiffs

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1 DATED: June 17, 2022

1 /s/ Debbie L. Berman

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28 PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: June 21, 2022


Hon. Edward M. Chen

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____ [print
4 or type full address], declare under penalty of perjury that I have read in its entirety and understand
5 the Stipulated Protective Order that was issued by the United States District Court for the Northern
6 District of California on [date] in the case of *Callahan et al. v. PeopleConnect, Inc*, Case No. 3:20-cv-
7 09203-EMC (N.D. Cal.). I agree to comply with and to be bound by all the terms of this Stipulated
8 Protective Order and I understand and acknowledge that failure to so comply could expose me to
9 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any
10 manner any information or item that is subject to this Stipulated Protective Order to any person or
11 entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the Northern District
13 of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such
14 enforcement proceedings occur after termination of this action.

15 I hereby appoint _____ [print or type full name] of
16 _____ [print or type full address and telephone number] as
17 my California agent for service of process in connection with this action or any proceedings related to
18 enforcement of this Stipulated Protective Order.

20 Date:

21 City and State where sworn and signed:

23 Printed name:

25 || Signature: